



County of San Bernardino

F A S

STANDARD CONTRACT

FOR COUNTY USE ONLY

<input checked="" type="checkbox"/> New <input type="checkbox"/> Change <input type="checkbox"/> Cancel	Vendor Code		SC		Dept.	A	Contract Number	
County Department San Bernardino County				Dept. Orgn. CCM		Contractor's License No.		
County Department Contract Representative Robert L. McKernan				Telephone (909) 307-2669		Total Contract Amount \$39,587		
Contract Type <input type="checkbox"/> Revenue <input type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input type="checkbox"/> Other:								
If not encumbered or revenue contract type, provide reason: Labor expenses								
Commodity Code			Contract Start Date 6/28/03		Contract End Date 12/31/04		Original Amount \$39,587	
Fund AAA	Dept. CCM	Organization 600	Appr. 100	Obj/Rev Source 1345	GRC/PROJ/JOB No.		Amount \$39,587	
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.		Amount	
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.		Amount	
Project Name Inland Empire Archival Heritage Center and Web Model				Estimated Payment Total by Fiscal Year				
				FY 03/04	Amount \$26,391	I/D	FY 04/05	Amount \$13,196

THIS CONTRACT is entered into in the State of California by and between the County of San Bernardino, hereinafter called the County, and

Name

Hortense Packer

Address

hereinafter called Contractor

Telephone

Federal ID No. or Social Security No.

IT IS HEREBY AGREED AS FOLLOWS:

(Use space below and additional bond sheets. Set forth service to be rendered, amount to be paid, manner of payment, time for performance or completion, determination of satisfactory performance and cause for termination, other terms and conditions, and attach plans, specifications, and addenda, if any.)

WHEREAS, The County requires the services of a Project Coordinator to perform duties relating and to work in the San Bernardino County Museum according to the terms and conditions set forth in this Agreement, and,

WHEREAS, the Contractor has the skills and knowledge necessary to perform said duties for the San Bernardino County Museum.

NOW, THEREFORE, in consideration of mutual covenants and conditions, the parties agree as follows:

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I. DUTIES OF CONTRACTOR

The Contractor shall function as a Project Coordinator working under the direction of the Museum Director or his designee. The Contractor shall perform a variety of required duties in accordance with the San Bernardino County Museum and County policies and procedures. Ms. Packer's duties and responsibilities are as follows:

A. DUTIES

1. Coordinate program activities, coordinating involvement with educational institutions, researchers, corporate partners, media partners, consultants, and the funding agency; track expenditures and evaluate information about program progress and impact.
2. Facilitate and monitor activities of staff for content development and data entry that emphasize museum artifacts for curriculum-based studies.
3. Research and pursue corporate and grant funding for long-term project funding.
4. Work with community members and museum visitors for project input.
5. Participate in curriculum development that complements state and federal standards, for incorporation in to online resources.
6. Under administrative direction, assist with project status reports, financial statements, and requests for reimbursement.
7. Develop evaluation materials related to project implementation; liaison with automated systems technician for web site maintenance.
8. Assist marketing with printing and promotional information related to media archives and web module; facilitate video and other production services as needed.
9. Coordinate specifications related to equipment purchases; monitor and maintain project supplies and equipment.
10. Provide vacation and temporary relief as required.

B. QUALIFICATIONS

1. Bachelors or higher degree in education, museum studies, liberal arts, or related field.
2. Two (2) years working in informal education or administrative project management.
3. Experience coordinating, planning, implementing, and evaluating programs.
4. Strong interpersonal communication skills.

II. TERM

This Agreement is effective June 28, 2003 through December 31, 2004. Notwithstanding the foregoing, either party may terminate this Agreement at any time without cause upon fourteen (14) days prior written notice to the other party. Contractor shall serve at the pleasure of the Appointing Authority. The Museum Director or his designee shall have the full authority and discretion to exercise the County's rights under this paragraph. The County may terminate this contract for just cause without prior notice.

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III. **COMPENSATION**

For services rendered under the terms of this agreement, effective June 28, 2003, Contractor shall be compensated at the hourly rate of \$ 14.95 (Range 37, Step 5) on the same reporting system and payroll schedule as Administrative Services Unit Employees. Contractor shall be compensated for overtime on the same basis as Administrative Services Unit employees. Contractor shall receive the same salary adjustments at the same time as is given to all employees of the County in the Administrative Services Unit during the term of this agreement. In addition, Contractor shall receive step advancements as follows; step advancements within a base salary range shall be based upon two (2) step increments. Contractor shall be eligible for the first step advancement after completion of 2080 service hours of satisfactory work performance from Contractor's original contract's (Agreement # 01-1957) service date of September 22, 2001, and as approved in writing by the Museum Director. Completed service hours shall be defined as regularly scheduled hours in a paid status, up to 80 hours per pay period. Overtime hours and time without pay shall not count toward step advancements.

IV. **BENEFITS**

Contractor shall participate in the Benefit Plan on the same basis Administrative Services Unit employees. Contractor shall be covered by the County Workers' Compensation and General Liability Insurance for hours actually worked under this agreement. The County will pay the premium for a term life insurance policy and agrees to pay the premium for short-term disability insurance for Contractor as applicable to Administrative Services Unit employees. Contractor may purchase amounts of Accidental Death and Dismemberment Insurance coverage for Contractor and Contractor's dependents under the same terms and conditions as the Administrative Services Unit employees. Contractor shall participate in the Medicare portion of the Social Security system during the term of this contract. Contractor shall receive the same holiday, vacation and sick leave benefits as applicable to the Administrative Services Unit employees. Contractor shall be reimbursed for necessary expenses incurred on behalf of the County and expense reimbursements shall be administered under the same terms and conditions as apply to general County employees. Contractor shall be eligible to participate in the County's Deferred Compensation Program under the same terms and conditions as apply to general County employees.

V. **RETIREMENT**

Contractor shall not be eligible for membership and will not participate in the County's Retirement System during the term of this Agreement.

VI. **PST DEFERRED COMPENSATION**

Contractor shall participate in the County's PST Deferred Compensation Plan in lieu of participation in any other retirement plan, program, or benefit. Said Contractor shall contribute 5% of the Contractor's biweekly gross earnings, and the County shall contribute 2.5% of Contractor's biweekly gross earnings. The Contractor's contributions to PST Deferred Compensation shall be automatically deducted from Contractor's earnings. Maximum total contributions shall be 7.5% of the Contractor's maximum covered wages for Social Security purposes. Contractor shall enroll in the PST Deferred Compensation Plan on forms approved by the Human Resources Division Chief, Employee Benefits and Services.

VII. **GENERAL PROVISIONS**

- A. Submission of hours worked shall be on the County's Time and Labor Report in the same time and manner as general County employees.
- B. If the services to be performed under this agreement require Contractor to drive a vehicle, Contractor must possess a valid California driver's license at all times during the performance of this agreement. In order for the Contractor to use any County-owned vehicle during the performance of this agreement, Contractor agrees to allow County to obtain a Department of Motor Vehicles report of Contractor's driving record. If such report discloses that Contractor has an unsafe driving record, in the opinion of the County Risk Manager, Contractor may be prohibited from using any County-owned vehicle.
1. In order for Contractor to be able to use a private vehicle during the performance of this agreement, Contractor shall be covered by vehicle liability insurance at least equal to the minimum requirements of the California Vehicle Code. Such requirements currently are:

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- a. Fifteen thousand dollars (\$15,000) for single injury or death;
- b. Thirty thousand dollars (\$30,000) for multiple injury or death;
- c. Five thousand dollars (\$5,000) for property damage.

Failure to comply with the requirements described in section "V, B" shall be deemed grounds for automatic termination.

- C. A County vehicle may be provided, as required, to perform assigned tasks or Contractor will be reimbursed for use of his personal vehicle on County business under the same terms and conditions as general County employees. The Museum Director shall decide whether Contractor uses a County vehicle for County business or if Contractor shall be reimbursed for necessary mileage on County business.
- D. Meal periods for Contractor are non-paid and non-working time and shall not be less than one-half (1/2) hour, or greater than one (1) hour when scheduled. Every effort will be made to schedule such meal period during the middle of the shift when possible.
- E. Contractor shall be entitled to rest periods in accordance with the schedule contained herein. Rest periods shall be scheduled in accordance with the requirements of the County, but in no instance shall rest periods be scheduled within one (1) hour of the beginning or ending of a tour of duty or meal period, nor shall such time be accumulative nor used to report to work late or leave early. Rest periods shall be considered as time worked. If Contractor is required to work beyond Contractor's regular tour of duty, Contractor shall be granted a ten (10) minute rest period for each two (2) hours of such work.

Regularly Scheduled Tour of Duty
 After 3 hours and through 6 hours
 After 6 hours and through 8 hours
 After 8 hours and through 10 hours
 After 10 hours

No. and Limit of Rest Period
 One - 15 Minute Rest Period
 Two - 15 Minute Rest Periods
 Two - 20 Minute Rest Periods
 One - 25 Minute Rest Period
 and One - 20 Minute Rest Period

- F. In the event this contract is terminated for the purpose of making Contractor a Regular County employee, Contractor shall maintain all previously achieved rates of accrual, leave balances and benefit date.
- G. Contractor shall submit evidence of eligibility to work in the United States and verification of identity within three (3) working days of the effective date of this contract.
- H. Contractor shall receive only the benefits and compensation specifically set forth in this contract. This contract provides for the full compensation to Contractor for services required hereunder.

VIII. CONFLICT OF INTEREST

As a condition of employment with the County, Contractor does hereby agree to uphold the Conflict of Interest policy of San Bernardino County, which is stated under Rule I, Section 8, of the San Bernardino County Personnel Rules, which reads as follows: Conflict of Interest.

No official or employee shall engage in any business or transaction or shall have a financial or other personal interest or association which is in conflict with the proper discharge of official duties or would tend to impair independence of judgement or action in the performance of official duties. Personal as distinguished from financial interest includes an interest arising from blood or marriage relationships or close business, personal or political association. This section shall not serve to prohibit independent acts or other forms of enterprise during those hours not covered by active County employment providing such acts do not constitute a conflict of interest as defined herein. An employee is also subject to the provisions of the California Government Code Sections 1090, 1126, 87100, and any other applicable provisions of the Government Code and any Conflict of Interest Code applicable to County employment.

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IX. CONCLUSION

This contract, consisting of five (5) pages, is the full and complete document describing services to be rendered by the Contractor to the County including all covenants, conditions and benefits.

COUNTY OF SAN BERNARDINO

 Dennis Hansberger, Chairman, Board of Supervisors

Dated: _____

SIGNED AND CERTIFIED THAT A COPY OF THIS
 DOCUMENT HAS BEEN DELIVERED TO THE
 CHAIRMAN OF THE BOARD
 Clerk of the Board of Supervisors
 of the County of San Bernardino.

By _____
 Deputy

 (Print or type name of corporation, company, contractor, etc.)

By _____
 (Authorized signature - sign in blue ink)

Name _____
 (Print or type name of person signing contract)

Title _____
 (Print or Type)

Dated: _____

Address _____

Approved as to Legal Form

 County Counsel
 Date _____

Reviewed by Contract Compliance

 Date _____

Presented to BOS for Signature

 Department Head
 Date _____